FROM: Tanglewood II Associates, Ltd., a Tennessee Limited Partnership

This instrument prepared by:
DEARBORN & EWING, ATTORNEYS
Suite 1200, One Commerce Place
Nashville, Tennessee 37239

TO: Tanglewood Phase II, Limited, a Tennessee limited partnership

Address New Owner as Follows:	Send Tax Bills to:	Map-Parcel No.
Tanglewood Phase II, Limited 2517 Lebanon Road Nashville, Tennessee 37214	Same	133-16-216

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $5,095,000.00.

Affiant

Subscribed and sworn to before me, this the 28th day of December, 1983.

Notary Public

My Comm. Expires: 7-21-85

WARRANTY DEED

FOR AND CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, Tanglewood II Associates, Ltd., a Tennessee limited partnership, hereinafter called GRANTOR, have bargained and sold, and by these presents do transfer and convey unto Tanglewood Phase II, Limited, a Tennessee limited partnership, hereinafter called GRANTEE, and its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said GRANTEE, and its successors and assigns, forever, and we do covenant with the said GRANTEE that we are lawfully seized and possessed of said land in fee simple, that we have a good right to convey it, and that the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our successors, assigns and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, and its successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

GRANTOR hereby disclaims any and all warranties and representations whatsoever (except the general warranty of title specifically stated herein), and GRANTEE shall take the property conveyed hereby "with all faults."

WITNESS our hand this 28th day of December, 1983.

TANGLEWOOD II ASSOCIATES, LTD.

BY: Jetero Properties, Inc.
General Partner

CHARLES S. TURET, JR., President

12/28 13262.50-CHECK

3786

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, a Notary Public in and for the State and County aforesaid, personally appeared CHARLES S. TURET, Jr., who acknowledged himself to be the President of Jetero Properties, Inc., a Texas corporation, the General Partner of Tanglewood II Associates, Ltd., a Tennessee Limited Partnership, and acknowledged that he, being authorized to do so, executed the foregoing document on behalf of the corporation by signing his name as President this 28th day of December, 1983.

Geraldine E. Miller
NOTARY PUBLIC

GERALDINE E. MILLER
Notary Public in and for the State of Texas
My Commission Expires July 8, 1984

My Comm. Expires: 7-8-84

EXHIBIT "A"
(collectively 3 pages)

DESCRIPTION

A tract of land located in Davidson County, State of Tennessee, being Lot 2, Parcel 216 as recorded on the Resubdivision of Tanglewood Hills in Book 5200 page 25, Registrar's Office of Davidson County, Tennessee, dated December 30, 1977 and being more particularly described as follows:

Beginning at an iron pin in the southeast corner of the hereindescribed tract, said pin being in the west line of Barcelona Apartments Section 1 of record in Book 4175 page 152 R.O.D.C., being North 14°-45' West 580.92' from a concrete monument in the north right-of-way line of Harding Place and proceeding as follows:

1. South 66°-10'-10" West a distance of 225.45' to an iron pin; thence,
2. With a curve to the left having a radius of 841.35' a distance of 200.06' to an iron pin; thence,
3. North 40°-31'-14" West a distance of 255.97' to an iron pin; thence,
4. South 65°-30' West a distance of 83.44' to an iron pin; thence
5. South 5°-00' West a distance of 500' to an iron pin; thence,
6. South 85°-10' West a distance of 74' to an iron pin; thence,
7. South 27°-30' West a distance of 35' to an iron pin; thence,
8. South 83°-45' West a distance of 118' to an iron pin in the east line of Welch Meadows Section 2 of record in Book 3700 page 60 R.O.D.C.; thence,
9. With said line, North 13°-25'-58" West a distance of 20' to a concrete monument; thence,
10. North 00°-39'-02" East a distance of 261.85' to a concrete monument; thence,
11. South 85°-24'-42" West a distance of 35.89' to a concrete monument; thence,
12. North 5°-14'-25" West a distance of 42.88' to an elm tree; thence,
13. North 15°-59'-22" East a distance of 324' to a concrete monument; thence,
14. North 2°-37'-32" East a distance of 218.83' to a concrete monument, said monument being in the northeast corner of Welch Meadows Section 2 and the southeast corner of the M. D. Hale property; thence,
15. With the east line of the M. D. Hale property, North 8°-43'-26" West a distance of 197.52' to a concrete monument; thence,
16. North 9°-49'-26" West a distance of 131.75' to a concrete monument, said monument being in the east line of Highview Acres Section 2 of record in Book 2854 page 98 R.O.D.C.; thence,
17. With the south boundary of Southeastern Properties, South 88°-04'-15" East a distance of 316.10' to a concrete monument; thence,
18. With the east boundary of the Southeastern Properties, North 11°-08'-44" West a distance of 365.35' to a concrete monument in the south and east rights-of-way of Old Paragon Mills Road; thence,
19. With said right-of-way, North 49°-46' East a distance of 7.11' to a concrete monument; thence,
20. Leaving said right-of-way, South 43°-24'-26" East a distance of 461.95' to a concrete monument; thence,
21. South 15°-57'-30" East a distance of 180.91' to a concrete monument; thence,
22. South 14°-45' East a distance of 729.80' to the point of beginning and containing 14.89 acres or 648,608.4 square feet.

Included in the above description is a 20-foot permanent sewer easement across the north portion of the property being more particularly described as: beginning at a point which is North 14°-45' West a distance of 600.45' from the point of beginning; thence, along the centerline of the sewer, North 53°-52' West a distance of 382.8' to a point; thence, North 88°-25' West a distance of 333.5' to a point which is 48' from the northwest corner of the property; said easement being 10' either side of the centerline.

Also included is a 20-foot utility easement, the centerline being more particularly described as: beginning at a point in the centerline of the above described 20-foot sewer easement, said point being South 88°-25' East a distance of 50' from a point in call #16 of the overall boundary, this point being South 9°-49'-26" East a distance of 48' from the concrete monument described in call 16 and proceeding: South 9°-50' East a distance of 210' to a point; thence, South 1°-24' East a distance of 150' to a point; thence, South 6°-40' West a distance of 280' to a point (this point being at the intersection of an additional utility easement); thence, South 12°-12' West a distance of 272' to a point; thence, South 3°-45' East a distance of 228' to a point in call #8 of the overall tract boundary.

Also included is a 20-foot utility easement, the centerline being more particularly described as beginning at a point in the abovedescribed 20-foot utility easement, this point referred to in call #3 of the above utility easement and proceeding: North 89°-40' East a distance of 87' to a point; thence, South 48°-14' East a distance of 73' to a point; thence, South 34°-55' East a distance of 43' to a point in call #5 of the overall boundary description.

Access to the abovedescribed tract shall be by a varying easement from Harding Place through Phase 1, Tanglewood Hills of record in Book 4675 page 20 R.O.D.C., the centerline of said easement being more particularly described: Beginning at a point in the northerly right-of-way of Harding Place (a 120-foot right-of-way), said point being South 65°-40' West a distance of 30.42' from a concrete monument in the northerly right-of-way of Harding Place and being the southwesterly corner of Barcelona Apartments Section 1 of record in Book 4175 page 152. The easement width at this point is 30.42' on the easterly side of the point of beginning and 41', more or less, on the westerly side; thence,

1. Leaving the northerly right-of-way of Harding Place, North 14°-45' West a distance of 26.0' to a point; westerly easement width being 31' more or less; thence,
2. Continuing along the centerline of the easement the following calls: North 14°-45' West a distance of 81.23' to a point; the easterly easement width being 30' more or less and the westerly easement width being 31', more or less; thence, With a curve to the left having a radius of 143.92' a distance of 49.07' to a point, the easterly easement width being 42' more or less and the westerly width being 31' more or less; thence, With a curve to the left having a radius of 143.92' a distance of 57.0' to a point; the easterly easement width being 20' more or less and the westerly width being 14'; thence,
3. Continuing along the centerline, having an easement width of 14' both left and right the following calls: With a curve to the left having a radius of 143.92' a distance of 120.0' to a point; thence, Continuing with a curve to the left having a radius of 341.77' a distance of 138.09' to a point; thence, South 52°-06' West a distance of 68.76' to a point; thence, With a curve to the left having a radius of 296.23' a distance of 118.40' to a point; thence, South 29°-12' West a distance of 93.0' to a point; thence, With a curve to the right having a radius of 104.79' a distance of 249.19' to a point; thence, North 14°-33' West a distance of 89.0' to a point; thence, With a curve to the right having a radius of 1131.64' a distance of 199.48' to a point; thence, North 4°-27' West a distance of 68.37' to a point in call #6, said point being North 85°-10' East a distance of 41.13' from the iron pin described in call #6.

BEING the same property conveyed to Tanglewood II Associates, Ltd. by deed from Jetero Properties, Inc. as of record in Book 5169, 484, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS HEREBY MADE SUBJECT TO THE FOLLOWING:

1. Deed of Trust executed by Tanglewood II Associates, Ltd. to Donald M. Defranceaux and/or James C. Latta, Jr., Trustees, of record in Book 5278, page 497, said Register's Office, to secure B.C Financial Corporation, a note dated April 27, 1978, for the sum of $3,297,000.00, subject to the terms and conditions therein.

2. Declaration of easements granted by Jetero Properties, Incorporated, a Texas Corporation, to John P. McGovern, of Houston, Harris County, Texas, of record in Book 4956, page 291, Register's Office for said County.

3. Easement granted by J. D. Bloodworth and wife, Mary E. Bloodworth to the First Utility District of Davidson County, as of record in Book 4000, page 405, said Register's Office.

4. A 20 foot permanent sewer easement across the northern portion of said property as shown on Plat of record in Plat Book 5200, page 25, said Register's Office.

5. A 20 foot permanent utility easement running parallel to the western boundary of said property as shown on Plat of record in Plat Book 5200, page 25, said Register's Office.

6. A 20 foot permanent utility easement across the southern portion of said property as shown on Plat of record in Plat Book 5200, page 25, said Register's Office.

7. Access easement between Jetero Properties, Inc. and John P. McGovern as of record in Book 4956, page 745, said Register's Office.

8. Regulatory Agreement for multi-family housing project as set out by instrument of record in Book 5278, page 504, Register's Office for Davidson County, Tennessee.

9. Amended and Restated Certificate of Limited Partnership of Tanglewood II Associates, Ltd., as recorded in Book 5165, page 291, Book 5378, page 610, and re-recorded in Book 5384, page 485, Register's Office for Davidson County, Tennessee.

10. Financing statement filed May 7, 1980, showing Tanglewood Associates, III Ltd. as Debtor and Defranceaux Realty Group, Inc. (formerly DRG Financial Corp.) as Secured Party, No. C37538, of record in Book 5599, page 321, said Register's Office, to secure an indebtedness in the amount of $3,879,700.00 and assigned to DRG Financial Corp., No. F88352, of record in Book 5599, page 322, said Register's Office, and further assigned to Government National Mortgage Association, No. F88354, of record in Book 5599, page 323, said Register's Office.

H 9 4 5 9 0.

IDENTIF. REFERENCE

Dec 29 4 11 PM '83

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN

RUSH

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6203 PAGE 846

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
		5095,000.00 Co. Amt.		
			13247.00 CSTAX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK	13262.50-
		2786A	12/29/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 9 4 5 9 5

IDENTIF. REFERENCE

Dec 29 4 11 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN

No. 3306